

AGREEMENT

between

THE BOROUGH OF LITTLE FERRY

and

THE POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL 102 (LITTLE FERRY UNIT)

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JANUARY 1, 1995 through DECEMBER 31, 1997

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72 0.00 PREAMBLE

0.01 THIS AGREEMENT, made this 21st day of March 1995, by and between the BOROUGH OF LITTLE FERRY, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Employer", and THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 102 (Little Ferry Unit), hereinafter referred to as the "PBA";

0.02 WHEREAS, the Employer and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to that end that continuous and efficient service will be rendered to and by both parties.

NOW THEREFORE, it is agreed as follows:

1.00 EMPLOYEE'S BASIC RIGHTS

1.01 Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every Employee shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

1.02 The Employer further agrees that it shall not discriminate against any Employee with respect to hours and wages or any terms or conditions of employment by reason of his membership in the PBA or his participation in any activities of the PBA.

2.00 EXISTING LAW

2.01 The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Law.

3.00 ASSOCIATION RECOGNITION

3.01 The Employer recognizes PBA Local 102 (Little Ferry Unit) as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all regular full time Police Officers employed by the Employer's Police Department except the Chief of Police.

3.02 No Employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

3.03 The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

3.04 The Employer agrees that it will not enter into any contract or memorandum of Agreement with anyone but the recognized Association PBA Local 102, (Little Ferry Unit) with regard to the categories of personnel covered by said Memorandum of Agreement during the term of this Agreement.

4.00 ASSOCIATION REPRESENTATIVES

4.01 The Employer recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement.

4.02 The Association shall furnish the Employer in writing the names of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and representation of grievances in accordance with the provision of the collective bargaining Agreement.

(b) The transmission of such messages and

information which shall originate with, and are authorized by the Association or its officers.

4.04 The designated Association representatives shall be granted time with pay during working hours to investigate and seek to settle grievances when requested by the Chief of Police and to attend all meetings and conferences on collective negotiations with the Employer's officials when such meetings or conferences are scheduled by the Employer. All other

Investigation shall be on their own time.

5.00 MAINTENANCE OF OPERATIONS

5.01 The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slow downs during the life of this Agreement. No officer or representative of the Association shall authorize, instigate, or condone such activity.

5.02 It is understood that violation of the provisions of this Article may subject any Employee participating in or condoning such activity to disciplinary action by the Employer. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of state statute and other applicable provisions of this Agreement.

6.00 PRESERVATION OF RIGHTS

6.01 The Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

(a) To the executive management and administrative control of the Employer Government and its properties and facilities and the activities of its Employees;

(b) To hire all Employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees;

(c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

6.02 Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority, under R.S. Titles 11, 40, and 40A, or any other national, state, county or other applicable law.

6.03 The Employer agrees that all benefits, terms and conditions of employment relating to the status of Employees, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of the collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

6.04 Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Employee pursuant to any rules, regulations, instruction, directive, memorandum, practice, statute or otherwise shall not be limited, restricted, impaired, removed or abolished

7.00 RIGHT OF EMPLOYEES

7.01 In an effort to insure that investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(a) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the force should be employed. If any time is lost, the member of the force shall be compensated.

(b) The interrogation shall take place at a location designated by the Chief of Police.

(c) The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

(d) The questioning shall be reasonable in length.

Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and such rest periods as are reasonably necessary.

(e) The member of the force shall not be subject to any offensive language, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

(f) The complete interrogation of the member of the force shall be recorded mechanically or by a department stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be recorded.

(g) If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(h) In all cases, and at every state of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force, if

he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.

8.00 DATA FOR FUTURE BARGAINING

8.01 The parties agree to make available to each other all relevant data the other may require to bargain collectively. This clause shall not include work product or privileged communication.

8.02 The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Little Ferry Employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature. Any attorney work product or work prepared specifically for negotiation shall be excluded from this clause. In any event, the parties shall not bear any additional expense by virtue of the clause.

9.00 SALARIES

9.01 The base annual salaries of all Employees covered by this Agreement shall be set forth in Appendix "A".

9.02 Any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

10.00 WORK DAY, WORK WEEK AND OVERTIME

10.01 The normal work day tour shall be eight (8) hours, which shall include within the eight (8) hour span, thirty (30) minutes of mealtime per day.

10.02 Thirty-seven and one-half (37.5) hours per week shall be the normal work week for the Patrol Division, except that the Detective Bureau and all others shall work on a forty (40) hour week.

10.03 The Employer shall not alter the thirty-seven and one-half (37.5) hour work week obligation.

10.04 The normal work day shall be based upon the utilization of a four-squad system, three of which shall function for eight (8) hours for each squad during a twenty-four (24) hour day.

10.05 Work in excess of the Employee's basic work week or tour for a day is overtime and shall be computed at the time and one-half hourly rate of pay (one hundred fifty (150%) percent of the Employee's base hourly rate).

10.06 Overtime Compensation shall be provided either in cash or in time due with a limit upon time due of two-hundred (200) hours. Each officer may use time due based upon overtime

hours worked provided thirty-six (36) hours notice is given and the approval of the Chief of Police is obtained. Time due shall be taken in no less than four (4) hour blocks. All overtime beyond the ceiling of two-hundred hours shall be paid in cash.

11.00 HOURLY RATE

11.01 To compute the base hourly rate of the Employee, the Employee's yearly base salary shall be divided by 1960 hours. All Employees who receive a detective pay increment (as defined in Sec. 39) shall have their hourly rate computed by dividing their base annual salary by 2080 hours.

12.00 COURT TIME

12.01 Court time, as referred to in this Article, shall consist of all time, excluding regular tour of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, (except Little Ferry Municipal Court), County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies. Court time in Little Ferry Municipal Court, while not on a regular tour of duty, shall be paid at the Employee's time and one-half hourly rates, and each officer shall be paid, at his time and one-half rate, for not less than two hours for an off-duty appearance in the Little Ferry Municipal Court.

12.02 All such required court time shall be considered as overtime and shall be compensated at the time and one-half hourly rate of pay.

12.03 When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided, however, that such travel time shall be computed between the Employer's Police Headquarters and the pertinent Court or Administrative Body.

12.04 The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required in the Court or Administrative Body, together with any applicable travel time, provided, however, that the Employee's entitlement to overtime under this Article shall not be less than three (3) hours of overtime pay.

13.00 TRAINING PAY

13.01 Training time, other than for training received while on duty, shall be compensated at the Employee's time and one-half rate of hourly pay.

14.00 RECALL

14.01 Any covered Employee who is called back to work after having completed his regular tour duty shall be compensated at his time and one-half rate of hourly pay with a minimum guarantee to three hours at such rate.

15.00 PRIORITY FOR OVERTIME

15.01 Overtime for regularly scheduled shifts and patrols will be offered to regular full time Employees of the Department first, in an order of preference based upon the number of overtime opportunities that have been offered each individual Officer. Three separate lists will be maintained: one for Patrolmen, one for Sergeants, and one for "Superiors".

The Patrolman, Sergeants, or Superior Officer, as the case maybe, who has had the least amount of overtime opportunities in a given year, will be the first on the overtime list and will be the first to be offered the opportunity to work overtime, whenever the Borough incurs the need for an Employee from that list to work overtime. If, in following the above procedure in an attempt to obtain overtime coverage, the Borough reaches a point on any of the three lists where the amount of overtime worked by the remaining Patrolmen, Sergeants, or Superior Officer on that list is equal, then overtime will be distributed on the basis of seniority of the remaining Employees on the list.

15.02 There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is in the best interest of the Employee to bypass an Employee or Employees on the seniority list.

15.03 While this Agreement contemplates the possibilities notes in section 15.02, it is agreed and understood that such bypassed Employee or Employees must become next on the list for the purposes of the overtime roster. If an Employee refuses overtime on two consecutive occasions when it is his turn as number one on the rotating seniority list, then the Employer may in such occasion skip that Employee's turn and proceed to the next Employee on the rotating overtime list.

15.04 The purpose of this section is to equalize overtime among Employees and same shall not be defeated by the Employer's selection of special persons for special details as set forth herein.

15.05 Such overtime will be offered to persons other than full time Employees only if it has first been refused by each member on the overtime roster aforementioned.

15.06 This clause shall not apply to church crossings details, summer park patrols, little league crossings and school dances.

16.00 SHIFT CHANGES

16.01 The Employer agrees that it will not indiscriminately adjust shifts so as to avoid overtime payment to Employees covered by this Agreement. A minimum of forty-eight (48) hours notice shall be given on any change of shift. Any change of shift on less than forty-eight (48) hours notice shall entitle the Employee to two (2) additional hours of pay at the straight time rate. This clause shall not be interpreted so as to limit the Employer's duties of manning and staffing.

16.02 Employees shall be permitted to mutually exchange tour(s) of duty with other members of the bargaining unit provided such is done with the approval of the Chief of Police.

17.00 LONGEVITY

17.01 In addition to all wages and other benefits, each Employee shall be entitled to a longevity payment as set forth in Appendix "B".

17.02 The said payments for longevity shall be paid on a bi-weekly basis to the Employees entitled to same. Further, entitlement to said payments shall be determined and provided on a quarterly basis.

18.00 UNIFORMS

18.01 Each new Employee shall receive from the Employer, free of charge in lieu of a clothing allowance, a complete uniform.

18.02 Thereafter, the Employer will pay to each Employee a clothing allowance for 1991 of \$975.00 and continuing each year thereafter.

18.03 This payment shall be made to plainclothed as well as uniformed Employees.

18.04 If the Employer decides to change the uniforms or any part thereof, it shall provide to each Employee, free of charge, any such changed items.

18.05 Utilization of Section 18.04 shall not diminish the clothing allowance set forth in this Agreement.

18.06 Any Employee's uniform or uniform equipment as defined by the Chief, which may be damaged during the course of his employment, shall be replaced at the expense of the Employer, except where such damage is caused by negligence of the Employee.

Any Employee's personal non-uniform equipment which is required by him in his capacity as a police officer, which may

be damaged as a result of a single episode during the course of his employment, shall be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee, subject to the limitation that the Employer is only liable for an amount up to One Hundred (\$100.00) Dollars per occurrence.

18.07 Claims for damaged equipment which the Employee asserts should be replaced by the Employer because it was damaged in the line of duty are to be present to the Chief of Police.

18.08 Any such payments made under Section 18.07 shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement.

19.00 EDUCATION INCENTIVE

19.01 In addition to all other wages and benefits provided in this Agreement each Employee shall be entitled to an additional payment, if the Employee is qualified for same, pursuant to the qualifications and limitations as set forth in Appendix "C".

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10.00 WORK IN HIGHER RANK

20.01 When an Employee works in a higher rank for five (5) or more days in any calendar year (January 1 - December 31), he shall receive the pay, of the higher rank in which he is working and the Employer shall not defeat the intent of this clause by shifting two or more Employees to cover the higher rank in question.

21.00 VACATIONS

21.01 The vacation allowance shall be as set forth in this Agreement in Appendix "D".

21.02 When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year. All vacation time shall be utilized in the year for which it is allowed unless special permission is received from the Chief of Police. Entitlement to vacation shall be on a calendar year basis. For purpose of calculating each officer's entitlement with respect to amount of vacation, the Employee's anniversary date shall be utilized.

21.03 If an Employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

21.04 No Employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.

21.05 If an official holiday occurs during an Employee's

authorized vacation, he will be entitled to an additional vacation day in lieu of the holiday. This provision merely guarantees to the Employee that he will receive pay for thirteen (13) holidays per year.

21.06 Five (5) vacation days may be utilized by each member of the bargaining unit on an individual day basis rather than in weekly blocks. Said days will be allowed provided at least forty-eight (48) hours notice is given by the police officer and, based upon adequate manpower, the Chief grants his approval, which approval shall not be unreasonably withheld.

21.07 Vacations shall be selected on a rotating seniority basis which shall be established by the Department. Once an Employee selects two or more consecutive weeks of vacation under this clause, the next senior man shall make his selection, and so on, until the seniority list is exhausted, at which time, the process shall be continued.

21.08 The cut-off date for determining entitlement to vacation shall be June 30th of the current year. Any newly hired patrolman whose hiring date is after June 30th of the current year shall not receive his first vacation until the year following his first anniversary.

22.00 HOLIDAYS

22.01 All Employees covered by this Agreement shall be entitled to and will receive thirteen (13) paid holidays per year

22.02 The holidays noted herein shall be as set forth in Appendix "E".

22.03 In addition to the annual salaries and other benefits set forth in this Agreement, each Employee shall be paid an additional day's pay for each holiday enumerated in this Agreement.

22.04 To the extent possible, the choice of which day each Employee shall be off duty pursuant to this section shall be determined by a rotating seniority schedule which shall be administered in the same fashion as the vacation roster; for the purpose of this clause, the senior Employee shall select one day as his first choice of a holiday and so on until the process has been completed.

23.00 SICK LEAVE

23.01 All Employee covered by this Agreement shall be granted sick leave with pay as set forth in Appendix "F".

23.02 To qualify for payment while absent on sick leave each Employee who will be absent from duty on sick leave shall so notify the Chief of Police or the officer in charge. .
Notification under this clause shall be given no less than three hours prior to the Employee's scheduled tour of duty where possible. Said notice shall state the nature of the cause of the absence from duty. An Employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

24.00 WORK INCURRED INJURY

24.01 Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

24.02 The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Employer, may reasonably require the said Employee to present such certificate from time to time.

24.03 In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation or by the final decision of the last reviewing court shall be binding upon the parties.

24.04 For the purpose of this Article, injury or illness incurred while the Employee is acting in an Employer-authorized activity shall be considered in the line of duty.

24.05 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

24.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

25.00 PERSONAL LEAVE

25.01 Each Employee shall have five (5) personal leave days per year. For the purposes of this clause, an Employee shall not be required to advise his superior of the reason for the personal leave day.

25.02 Employees shall give the Chief of Police forty-eight (48) hours notice if their request to take a personal day where such notice is practicable. In any event, the Employee shall give the Chief all possible notice if emergent circumstances make 48 hours notice impossible. The Chief shall not reasonably deny permission to take a personal day. The parties recognize that manning considerations or emergency conditions may lead to a denial of personal leave. However, the required use of overtime for coverage shall not be a basis for denial of personal leave.

25.03 A denial of an application for personal time under this section by the Chief shall only be made for sufficient cause and any such denial may become the subject of a Grievance Procedure under this Agreement.

25.04 Personal leave time under this Article shall be granted in units of not less than one-half day for each occasion.

26.00 BEREAVEMENT LEAVE

26.01 All permanent full time Employees covered by this Agreement shall be entitled to leave with pay from the day of death to the day after burial of a member of his immediate family within the State of New Jersey not to exceed four (4) working days and up to five (5) working days leave if beyond 100 miles.

26.02 Immediate family shall include spouse, children, parents, brothers, sisters, and grandparents of Employee or spouse.

26.03 Such funeral leave shall not be charged against the Employee's vacation or sick leave.

26.04 Any extension of absence under this Article, however, may be at the Employee's option and with the consent of the Chief of Police, be charged against available vacation time or be taken without pay for a reasonable period.

26.05 In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police.

27.00 LEAVE OF ABSENCE

27.01 All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed six months. Said leave shall be renewable after six (6) months with approval of the Employer.

27.02 The Employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the governing body. The governing body shall consider each case on its merits and establishing a precedent. The Employer will not unreasonably deny an Employee's request for a leave of absence.

27.03 The Employee's leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the Employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

27.04 At the expiration of such leave, the Employee shall be returned to the position from which he is on leave and will receive as of the date of his return all benefits he would have received had he not taken the leave.

27.05 Seniority shall be retained and shall accumulate during all leaves.

28.00 MEDICAL COVERAGE

28.01 The Employer will provide and pay for Blue Cross, Blue Shield, Rider J, Major Medical and Dental Insurance for Employees covered by this Agreement and their families.

28.02 All increases in premiums during the term of this Agreement shall be borne entirely by the Employer.

28.03 All benefits set forth in this section shall be paid, even after an Employee retires.

28.04 The Employer may change insurance carriers provided equivalent benefits are maintained. The Employer shall notify the Employee organization at least 30 days prior to the proposed implementation of such change.

28.05 All benefits set forth in this Article shall also be paid to a surviving spouse, and children through their 18th year of age, for such children, when the deceased Employee spouse shall have died in the line duty.

29.00 DENTAL COVERAGE

29.01 The Employer agrees to provide and maintain the current dental insurance plan for all Employees covered by this Agreement and their families.

30.00 INSURANCE

30.01 The Employer will continue to provide existing insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

31.00 LIFE INSURANCE

31.01 The Employer will continue to provide, at its own cost and expense and without cost to the Employee, any life insurance policy or policies that it presently maintains for the benefit of the Employee.

32.00 BULLETIN BOARD

32.01 The Employer will supply one bulletin board for the use of the Association to be placed in a conspicuous location.

32.02 The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

32.03 No matter may be posted without receiving permission of the officially designated Association representative.

32.04 Any bulletins deemed detrimental to the operations of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

33.00 CEREMONIAL ACTIVITIES

33.01 In the event a Police Officer in another department in the State of New Jersey is killed in line of duty, the Employer will permit at least two uniformed Police Officers of the Department to participate in funeral services for the said deceased officer.

33.02 Subject to the availability of same, the Employer will permit a department police vehicle to be utilized by the members in the funeral service.

33.03 Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Chief of Police.

34.00 PERSONNEL FILES

34.01 A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

34.02 Any member of the Police Department may by appointment review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.

34.03 Whenever a written complaint concerning an officer or his action is to be placed in his personnel file a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

34.04 All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personal file by any member of the force shall subject the member to appropriate discipline.

35.00 PENSION

35.01 The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the Statutes and Laws of the State of New Jersey.

35.02 The Employer will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to Employees pursuant to this Agreement.

35.03 It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate police retirement fund, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

36.00 GRIEVANCE PROCEDURE

36.01 To provide for the expeditions and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

36.02 For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement. This grievance procedure shall not apply to disciplinary matters.

36.03 The procedure for settlement of grievances shall be as follows:

(a) STEP ONE

In the event that any Employee covered by this Agreement has a grievance, within four (4) working days of the occurrence of the event being grieved the Employee shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is first presented to him.

(b) STEP TWO

If no satisfactory resolution of the grievance is reached by Step One, then within two (2) working days the grievance shall be presented in writing to the Captain in charge of the unit to which the grievant is assigned. The Captain shall render a decision within five (5) working days after the grievance was presented to him.

(c) STEP THREE

If no satisfactory resolution of the grievance is reached at Step Two, then within two (2) working days the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within five (5) working days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the Captain in charge of the department for determination.

(d) STEP FOUR

If the association wishes to appeal the decision of the Chief of Police (or the Captain in charge if the Chief is absent), it shall be

presented in writing to the Employer's governing body or its delegated representative, within five (5) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's governing body or its delegated representative may give the association the opportunity to be heard and will give his decision in writing within ten (10) working days of receipt of the written grievance.

(a) ARBITRATION

- (1) If no satisfactory resolution of the grievance is reached at Step Four, then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the election of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
- (2) The arbitrator shall have no authority to add to or subtract from the Agreement.

(3) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Employer's governing body or its representative on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

(4) Employees covered by this Agreement may have the right to process their own grievances without a PBA representative.

(5) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the

grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

37.00 SAVINGS CLAUSE

37.01 It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other person or circumstance shall not be affected thereby.

37.02 If any such provisions are so invalid, the Employer and the Association will meet for purpose of negotiating changes made necessary by applicable law.

37.03 Except as otherwise provided in this Agreement the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

38.00 OFF DUTY ACTION

38.01 Since all police officers are presumed to be subject to duty twenty-four (24) hour per day, the parties agree to the following:

(a) Any action taken by a member of the force on his time off when not in the active employ of another which would have been taken by an officer on active duty if present or available, shall be considered police action, and the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

(b) Recognizing that the Employer and its residents benefit from the additional protection afforded them by armed off-duty police officers, and further recognizing the weighty responsibility and hazards confronting such armed off-duty police officers, the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments the Employees receive in the following amount: One (\$1.00) Dollar per year which shall be deemed to be included in each Employee's base salary.

39.00 DETECTIVES

39.01 In addition to other compensation and benefits set forth in this Agreement, those Employees designated as "detectives" shall receive additional compensation in the amount of Seven Hundred Fifty (\$750.00) Dollars per year. This amount is in recognition of the additional two and one-half hours per week which the detective normally works beyond the schedule tour of the patrol division, and further in recognition of those special skills, qualifications, obligations, duties and other attributes of the detectives.

39.02 Pursuant to Section 10.02 et seq., overtime for detectives shall be allowed for work in excess of an eight (8) hour day or a forty (40) hour week.

39.03 The Seven Hundred Fifty (\$750.00) Dollars set forth shall be paid pursuant to past practices.

39.04 The Employees who are not assigned to the Detective Bureau but receive the detective pay increment as defined in this Section shall be subject to assignment by the Employer to an additional sixteen (16) tours of work per year. Overtime for such Employee's who are in the patrol division shall be controlled by Section 10.01 et seq.

40.00 MILEAGE ALLOWANCE

40.01 Whenever an Employee shall be required to use his personal vehicle in any job-connected capacity, he shall be entitled to an allowance of Twenty cents (\$0.20) per mile.

41.00 SAFETY AND HEALTH

41.01 The Employer shall at all times maintain working conditions to insure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end.

42.00 YEARLY CALENDAR

42.01 Except as otherwise modified by this Agreement, the present calendar and scheduling procedures are to remain in full force and effect.

42.02(A) The calendar showing the yearly schedule rotations assignments shall be posted at a conspicuous location and available for review by Employees no later than January 15th of each calendar year.

(b) A final calendar showing the yearly schedule rotation assignments shall be posted no later than February 28th, after vacation picks have been submitted and approved. The final calendar may contain up to three weeks of changes per police officer in blocks of five days.

(c) The 3:00 P.M. to 11:00 P.M. power shift may be augmented by rotating into the shift up to the four (4) least senior police officers.

72 13.00 REPLACEMENTS

43.01 No full time Employee covered by this Agreement shall be replaced by any non-police, part time or other personnel.

43.02 No post presently filled by a full time Employee covered by this Agreement shall be covered by any non-police, part time or other personnel, except the Employer may use civilian personnel in the Record Room for clerical functions.

43.03 This clause shall not be interpreted to limit the Employee's continued use of Special Police Officers as it has done in the past.

43.04 Notwithstanding anything to the contrary contained herein, the parties recognize the right of the Employer, commencing January 1, 1995, to employ a civilian dispatcher, without a Police Officer present, at its headquarters, Twenty-four (24) hours a day, Sunday through Saturday.

44.00 POLICE VEHICLES

44.01 All Police automobile purchased after the execution of this Agreement shall have the same or similar equipment as that vehicle purchased by the Employer and known as car number 604 and the Employer will make every effort to keep such equipment in a good state of repair.

45.00 SENIORITY

45.01 Traditional principles of seniority shall apply to Employees covered by this Agreement. Such principles shall apply to lay-off, recall, transfer and other similar acts. Seniority is defined to mean the accumulated length of service with the Department, computed by time in grade for each rank. In the event time in grade cannot be determined by date of rank, then in that event, time in service by date of appointment shall apply. An Employee's length of service shall not be reduced by time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

46.00 IN-SERVICE TRAINING

46.01 Each member of the Department with two (2) or more years service will be scheduled by the Chief of Police to attend at least one (1) in-service training course, during the calendar year. Employees shall be scheduled for such training subject to the needs of the Employer. Pistol Training shall be provided to each member of the bargaining unit in the discretion of and with the approval of the Chief of Police.

46.02 Each member of the Department attending school pursuant to Section 1 above shall be reimbursed for expenses at the rate of \$3.50 per day.

47.00 POLICE CONVENTIONS

47.01 The Employer agrees to grant five tours of work without loss of pay to the members of the Employees organization selected by the members as delegated to attend any State or National Convention of the New Jersey Policemen's Benevolent Association. Further, the Employer agrees to grant the necessary time off without loss of pay to the PBA representative duly designated as the State delegate to attend the monthly State PBA meeting.

48.00 GUN MAINTENANCE

48.01 The Employer shall make an annual payment of \$250.00 to each officer as a gun maintenance allowance on January 1, 1990.

Effective as of December 31, 1990, the gun maintenance allowance shall be discontinued.

49.00 TERM OF CONTRACT

49.01 This Agreement shall be effective January 1, 1995, and shall have a termination date of December 31, 1997. This Agreement shall continue in full force and effect after its termination date until the execution of a successor Agreement between the parties.

IN WITNESS WHEREOF, the parties have hereto entered their hands and seals this 21st day of March , 1995.

ATTEST:

(As to Local 102 PBA,
Little Ferry Unit)

Richard Noel
Trustee PBA Local 102

BOROUGH OF LITTLE FERRY

By: Don A. Leclerc

THE POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL 102
(LITTLE FERRY UNIT)

By: P. P. Campese #11

SWORN BEFORE ME THIS 28th DAY OF MARCH 1995,

Catherine Boel

CATHERINE BOEL
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 4, 1998

BOROUGH OF LITTLE FERRY
PBA BASE SALARY GUIDE
EFFECTIVE 1/1/95

	<u>1/01/94</u>	<u>04/01/95</u>	<u>01/01/96</u>	<u>01/01/97</u>
Deputy Chief	67,580	71,635	75,038	78,790
Captain	63,770	67,596	70,807	74,347
Lieutenant	61,573	65,267	68,367	71,785
Sergeant	57,685	61,146	64,050	67,253
Patrolman Hired Before 1/01/95				
Maximum	54,600	57,876	60,625	63,656
Over Fifth Year	48,518	51,429	53,872	56,566
Over Fourth Year	45,737	48,481	50,784	53,323
Over Third Year	42,411	44,956	47,091	49,328
Over Second Year	31,382	33,265	34,845	36,587
Over First Year	27,759	29,425	30,823	32,364
Starting	23,802	25,230	26,428	27,749
Patrolman Hired After 1/01/95				
Maximum	54,600	57,876	60,625	63,656
Over Fifth Year	48,518	51,429	53,872	56,566
Over Fourth Year	45,737	48,481	50,784	53,323
Over Third Year	42,411	44,956	47,091	49,328
Over Second Year	31,382	33,265	34,845	36,587
Over First Year	27,759	29,425	30,823	32,364
Starting	23,802	23,802	23,802	24,992

APPENDIX "B"

LONGEVITY

72 Employee's hired before 01/01/95

- 3% after three (3) years of service
- 4% after eight (8) years of service
- 6% after fifteen (15) years of service
- 7% after eighteen (18) years of service
- 9% after twenty-five (25) years of service

Employee's hired after 01/01/95

- 3% after five (5) years of service
- 4% after ten (10) years of service
- 6% after fifteen (15) years of service
- 7% after twenty (20) years of service
- 9% after twenty-five (25) years of service.

All percentages shall be computed on the individual employee's base salary.

APPENDIX "C"

EDUCATIONAL INCENTIVE

(A) All persons now at top patrolman or in above ranks shall continue to receive the annual educational incentive payments pursuant to past practice.

(B) (1) Upon attainment of a degree in police or public safety related program of study, an officer at top step patrolman or above shall be paid an annual amount as part of the educational incentive program.

(a) Associates Degree.....\$500.00

(b) Bachelor's Level Degree.....\$750.00

These amounts shall be available for all persons who attain the degree while at top step patrolman or above and shall also be paid to persons who received the qualifying degree prior to their reaching top step patrolman, however no payment shall be available until the top step patrolman's pay grade is reached.

(2) During the course of the courses and program of study there shall be a tuition and course material assistance entitlement, which shall be upon successful completion of the course or courses, in the amount of Fifteen (\$15.00) Dollars per credit. This tuition assistance benefit shall be payable one time per credit and then only upon successful completion of that particular course.

APPENDIX "D"

VACATIONS

Employee's hired before 01/01/95

One Year (12 months)	Five work days
Two Years (24 months)	Ten work days
Five Years (60 months)	Fifteen work days
Ten Years (120 months)	Twenty work days
Fifteen Years (180 months)	Twenty-five work days
Twenty Years (240 months)	Thirty work days

Employee's hired after 01/01/95

One Year (12 months)	Five work days
Two Years (24 months)	Ten work days
Five Years (60 months)	Fifteen work days
Ten Years (120 months)	Twenty work days
Fifteen Years (180 months)	Twenty-five days
Twenty-two Years (264 months)	Thirty work days

APPENDIX "E"

HOLIDAYS

1. New Year's day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Easter
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Day
13. "Floating" Day